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B6I (Official Form 6I) (12/07)

In re	Gregory J Brown		Case No.	08-33704	
		Debtor(s)			

#### SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S) - AMENDED

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS	OF DEBTOR AND S	POUSE		
Debtoi's Maritar Status.	RELATIONSHIP(S):	AGE(S):			
Divorced	None.	, ,			
Employment: DEBTOR			SPOUSE		
Occupation	Welder				
Name of Employer	Richmond Steel Inc.				
How long employed	9 years				
Address of Employer	1301 N Boulevard Richmond, VA 23220				
	projected monthly income at time case filed)		DEBTOR		SPOUSE
	d commissions (Prorate if not paid monthly)	\$_	2,422.33	\$ <u> </u>	N/A
2. Estimate monthly overtime		\$ <u>_</u>	205.44	\$	N/A
3. SUBTOTAL		\$_	2,627.77	\$	N/A
4. LESS PAYROLL DEDUCTION	S				
a. Payroll taxes and social sec		\$	281.93	\$	N/A
b. Insurance	\$	0.00	\$	N/A	
c. Union dues		\$	0.00	\$	N/A
d. Other (Specify): unit	orms	\$	23.31	\$	N/A
Adv	ranc	\$ <u>_</u>	145.95	\$ <u> </u>	N/A
5. SUBTOTAL OF PAYROLL DE	DUCTIONS	\$_	451.19	\$	N/A
6. TOTAL NET MONTHLY TAKE	E HOME PAY	\$_	2,176.58	\$	N/A
7. Regular income from operation of	of business or profession or farm (Attach detailed sta	itement) \$_	0.00	\$	N/A
8. Income from real property	\$	0.00	\$	N/A	
9. Interest and dividends	\$ _	0.00	\$	N/A	
dependents listed above	ort payments payable to the debtor for the debtor's us	se or that of \$	0.00	\$	N/A
11. Social security or government a (Specify):	ssistance	¢	0.00	¢	N/A
(Specify).		\$ _	0.00	ς —	N/A
12. Pension or retirement income			0.00	\$ <del>-</del>	N/A
13. Other monthly income			0.00	_	14/71
(Specify):			0.00	\$	N/A
		\$	0.00	\$	N/A
14. SUBTOTAL OF LINES 7 THR	OUGH 13	\$_	0.00	\$	N/A
15. AVERAGE MONTHLY INCO	ME (Add amounts shown on lines 6 and 14)	\$_	2,176.58	\$	N/A
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)			\$	2,176	.58

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

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 $B6J\ (Official\ Form\ 6J)\ (12/07)$ 

In re	Gregory J Brown		Case No.	08-33704
		Debtor(s)		

# SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) -**AMENDED**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time

case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show month expenses calculated on this form may differ from the deductions from income allowed on Form 22A or		average monthly
☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Compexpenditures labeled "Spouse."	plete a separ	ate schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	700.00
	T	
a. Are real estate taxes included? Yes No _X No _		
2. Utilities: a. Electricity and heating fuel	\$	80.00
b. Water and sewer	\$	0.00
c. Telephone	\$	80.00
d. Other Gas	\$	100.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	150.00
5. Clothing	\$	30.00
6. Laundry and dry cleaning	\$	20.00
7. Medical and dental expenses	\$	30.00
8. Transportation (not including car payments)	\$	200.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	0.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)	·	_
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	0.00
d. Auto	\$	0.00
e. Other	\$	0.00
e. Other		
(Specify)	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other	\$	0.00
c. Other	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	400.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other Emergency Funds	\$	50.00
Other Personal hygiene	\$	10.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules	\$	1,850.00
and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year		
following the filing of this document:		
Debtor shares expenses with roommate, who provides the furniture. Debtor does not own a car but borrows friends' vehicles to drive to work.	<u> </u>	
20. STATEMENT OF MONTHLY NET INCOME		<u> </u>
a. Average monthly income from Line 15 of Schedule I	\$	2,176.58
b. Average monthly expenses from Line 18 above	\$	1,850.00
c. Monthly net income (a. minus b.)	\$	326.58

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# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

### CHAPTER 13 PLAN - AMENDED AND RELATED MOTIONS

Traffic of Debiot(8). Gregory a blown Case No. 00-337	Name of Debtor(s):	Gregory J Brown	Case No: <b>08-3</b>
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This plan, dated August 19, 2010, is:

- $\Box$  the *first* Chapter 13 plan filed in this case.
- a modified Plan, which replaces the
  - confirmed or □unconfirmed Plan dated 3/24/2009.

Date and Time of Modified Plan Confirming Hearing: September 29, 2010 @ 9:00 am Place of Modified Plan Confirmation Hearing: 701 East Broad Street, Crtrm 5000, Richmond, VA 23219

The Plan provisions modified by this filing are:

Case synched with actual claims filed. Attorney's fees added to plan.

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$250.00

Total Non-Priority Unsecured Debt: \$68,519.04

Total Priority Debt: **\$11,797.18**Total Secured Debt: **\$0.00** 

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- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$228.04 Monthly for 24 months, then \$325.00 Monthly for 36 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$ 17,172.96 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
  - A. Administrative Claims under 11 U.S.C. § 1326.
    - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
    - 2. Debtor(s)' attorney will be paid \$ 2,964.00 balance due of the total fee of \$ 3,000.00 concurrently with or prior to the payments to remaining creditors.

#### B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
Chesapeake District Office	Domestic support obligations	0.00	Prorata
			0 months
City of Richmond	Taxes and certain other debts	0.00	Prorata
			0 months
City of Richmond	Taxes and certain other debts	0.00	Prorata
			0 months
Commonwealth of Virginia	Taxes and certain other debts	0.00	Prorata
			0 months
Henrico County Circuit Court	Taxes and certain other debts	0.00	Prorata
			0 months
Henrico General District Court	Taxes and certain other debts	0.00	Prorata
			0 months
Internal Revenue Service	Taxes and certain other debts	10,384.93	Prorata
			44 months
Linebarger Goggan Blair &	Taxes and certain other debts	0.00	Prorata
Samp			0 months
Parrish and Lebar, LLP	Taxes and certain other debts	0.00	Prorata
			0 months
Parrish and Lebar, LLP	Taxes and certain other debts	0.00	Prorata
			0 months
Virginia Department of Taxatio	Taxes and certain other debts	1,412.25	Prorata
			44 months

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- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
  - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u> -NONE-

#### B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

<u>Creditor</u> <u>Collateral Description</u> <u>Monthly Payment</u> <u>To Be Paid By</u>

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

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T-3	$\alpha_1$	4
E	Other Deb	tc

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4.	Unsecured	Claims

- B. Separately classified unsecured claims.

<u>Creditor</u> <u>Basis for Classification</u> <u>Treatment</u>

- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
  - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

Regular Monthly Arrearage Estimated Estimated Contract Interest Arrearage Creditor Collateral Arrearage Cure Period Payment Rate Payment -NONE-

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u> <u>Collateral</u> <u>Interest Estimated</u>
-NONE
Interest Estimated

<u>Rate Claim Monthly Paymt& Est. Term\*\*</u>

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- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
  - **A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

Creditor -NONE-

Type of Contract

**B.** Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Monthly
Payment Estimated

Creditor
-NONE
Monthly
Payment Estimated

for Arrears
Cure Period

- 7. Liens Which Debtor(s) Seek to Avoid.
  - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

**B.** Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
  - All creditors must timely file a proof of claim to receive payment from the Trustee.
  - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
  - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
  - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

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11.	Other provisions of this plan:	
Signatu	ires:	
Dated:	August 19, 2010	
	gory J Brown ry J Brown -	/s/ Richard Oulton Richard Oulton 29640 Debtor's Attorney
Exhibit	S: Copy of Debtor(s)' Bud Matrix of Parties Serve	dget (Schedules I and J); ed with Plan
otto chao	I certify that on <b>August 19, 20</b> I Service List.	Certificate of Service  10 10 , I mailed a copy of the foregoing to the creditors and parties in interest on the
attachec	I Selvice List.	/s/ Richard Oulton Richard Oulton 29640 Signature  2807 N Parham Rd Suite 107 Henrico, VA 23294 Address  804-747-7751 Telephone No.

Ver. 09/17/09 [effective 12/01/09]

Advance America 711 N Lombardy St. Suite B Richmond, VA 23220

Afni, Inc. Po Box 3427 Bloomington, IL 61702

Afni-Bloom 404 Brock Dr Po Box 3097 Bloomington, IL 61701

Argent Healthcare Fin. Serv 10 Tara Boulevard, Suite 410 Nashua, NH 03062

Arrow Financial Services 5996 W Touhy Ave Niles, IL 60714

Aspire P.O. Box 105374 attn: Bankruptcy Atlanta, GA 30348-5374

Assetcare 5100 Peachtree Industrial Blvd Norcross, GA 30071

AT&T 17000 Cantrell Road Little Rock, AR 72223

BB&T P.O. Box 819 Wilson, NC 27894-0819

BB&T Phone24 2586 James B White Hwy Whiteville, NC 28472-8974

Capital Area Alcohol Safety 4915 Augusta Ave Richmond, VA 23230 Capital Recovery Service P.O. Box 8277 Jacksonville, FL 32239-8277

Capital Recovery Service, LLC P.O. Box 8277 Jacksonville, FL 32239-8277

Capital Recovery Services P.O. Box 1170 Fairfax, VA 22038-1170

Cavalry Portfolio 7 Skyline Drive Hawthorne, NY 10532

Cavalry Portfolio Services P.O. Box 27288 Tempe, AZ 85282-7288

CCA 700 Longwater Drive P.O. Box 5012 Norwell, MA 02061-5012

Chesapeake District Office 814 Greenbrier Suite U Chesapeake, VA 23320

Chesapeake General Hospital 736 Battlefield Boulevard, N Chesapeake, VA 23320

City of Richmond Personal Property tax P.O. Box 101810 Atlanta, GA 30392-1810

City of Richmond City Hall, Room 103 P.O. Box 26505 Richmond, VA 23261-6505 City of Richmond Personal Property Taxes P.O. Box 26624 Richmond, VA 23261

Collection Company Of 700 Longwater Dr Norwell, MA 02061

Commonwealth of Virginia Court Debt Collections Office P.O. Box 2402 Richmond, VA 23218-2402

Commonwealth of Virginia c/o Glasser & Glasser PO Box 3400 Norfolk, VA 23514

Credit Collection Services Two Wells Ave. Dept 9134 Newton Center, MA 02459

DLG

Dominion Law Associates Second Floor, Town Center 222 Central Park Ave. Virginia Beach, VA 23462-3026

Dominion Law Associates P.O. Box 62717 Virginia Beach, VA 23466-2717

DT Credit 4020 E Indian School Rd Phoenix, AZ 85018

Geico Indemnity Company One Geico Plaza Bethesda, MD 20810-0001 GMAC Insurance Integon Casualty Ins. P.O. Box 3199 Winston Salem, NC 27102-3199

Henrico County Circuit Court Traffic Division P.O. Box 27032 Richmond, VA 23273

Henrico General District Court P.O. Box 27032 Richmond, VA 23233

Imperial Collection Services 2529 Van Ness Ave. San Francisco, CA 94109

Integon Casualty Insurance 500 W 5th St P.O. Box 3199 Winston Salem, NC 27102-3199

Internal Revenue Service P.O. Box 21125 Philadelphia, PA 19114

Jefferson Capital System LLC 16 McLeland Rd Saint Cloud, MN 56303

LDG Financial Services 4553 Winters Chapel Rd. Atlanta, GA 30360

Linebarger Goggan Blair & Samp P.O. Box 23180 830 East Main Street, Ste 2004 Richmond, VA 23223

MCV Hospitals P.O. Box 26728 Richmond, VA 23261-6728 MCV Hospitals P.O. Box 26728 Richmond, VA 23261

MCV Medical Center 1605 Rhoadmiller St. Richmond, VA 23220

Midland 8875 Aero Drive Suite 200 San Diego, CA 92123

Midland Credit Management 5775 Roscoe Ct. San Diego, CA 92123

Midland Credit Mgmt 8875 Aero Dr Suite 200 San Diego, CA 92123

Movie Gallery 900 West Main Street Dothan, AL 36301

Nations Recovery Center, Inc. 6491 Peachtree Industrial Blvd Atlanta, GA 30360

NCO Financial System 4608 South Garnett Road Suite 200 Tulsa, OK 74146

NCO Financial Systems, Inc 507 Prudential Road Horsham, PA 19044

Parrish and Lebar 5 East Franklin St. Richmond, VA 23219

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Steven M. Applegate Consulting 2840 Polo Parkway Suite 101 Midlothian, VA 23113

The Nation
P.O. Box 55149
Boulder, CO 80322-5149

Van Ru Credit Corporation 4415 S Wendler Dr. Building B, Suite 200 Tempe, AZ 85282-6410

Virginia Department of Taxatio P.O. Box 27407 Richmond, VA 23261-7407

Virginia Department of Taxatio PO Box 2156 Richmond, VA 23218

Wachovia Bank, N.A. P.O. Box 50014 Roanoke, VA 24040-0014

Worldzen Collection & Recovery 500 Park Blvd Suite 530 Itasca, IL 60143